



**CITY OF MESA, ARIZONA**  
**ENGINEERING DEPARTMENT**

**REQUEST FOR QUALIFICATIONS**

**(Gilbert Road Light Rail Extension Project)**

**CITY OF MESA PROJECT No. CP0296**

(June 22, 2015)

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# REQUEST FOR QUALIFICATIONS

## PROJECT NAME

### CITY OF MESA PROJECT No. CP0296

The City of Mesa (City) is soliciting Statements of Qualification (SOQ's) for professional electric utility design and inspection services for electric utility infrastructure improvements related to Valley Metro's Gilbert Road Light Rail Extension (GRE) project. The City's electric service territory covers a portion of the area of the proposed GRE alignment on Main Street from Mesa Drive to Stapley Drive and adjacent. Improvements to the City's electric utility system are required to accommodate the GRE project. Additionally, the City is electing to implement further improvements to coincide with the project improvements. The design professional selected will be responsible for existing conditions survey/verifications, design development, design plans and specifications, and construction inspection services. This project will utilize both local funds and federal funds provided by the Federal Transit Administration (FTA).

All qualified firms that are interested in providing these services to the City of Mesa are invited to submit their Statement of Qualifications (SOQ). All SOQ's must comply with the requirements specified in this Request for Qualifications (RFQ).

#### **SECTION I – PROJECT DESCRIPTION**

The proposed improvements are as follows:

- Modifications to the 69kV transmission line that is aligned north-south on Horne due to the proposed traffic circle at the intersection of Horne and Main Street. One to two transmission poles may be affected.
- Overhead-to-underground conversion of two (2) each 12kV lines underbuilt on the 69kV poles along Horne.
- Overhead-to-underground conversion of 12kV lines aligned east-west along Main Street between Horne and Stapley Drive, including crossings of Main Street.
- Overhead-to-underground conversion of several radial 12kV lines south of Main Street into residential neighborhoods.
- The underground installation will necessitate the installation of pad-mounted switches, pad-mounted transformers, electrical vaults, electrical duct banks, and conversions of overhead services.
- Underground primary tie aligned east-west on Main Street between Stapley Drive to Hunt Drive.

City may include other miscellaneous improvements, as needed.

#### **SECTION II – SCOPE OF WORK**

The design professional's services shall include, but are not limited to:

- Review of existing conditions
- Lead programming efforts to determine appropriate site elements and amenities
- Coordinate with Valley Metro's design consultant to request site survey information, legal descriptions and the associated documents and supplement this survey information with additional field survey and legal descriptions, as necessary
- Design electric utility system in accordance with the City's standards and practices
- Prepare conceptual plan (30%) and project cost estimate
- Develop final plans (60%, 90%, and 100%), specifications and cost estimates
- Assist in the project bidding process, responding to requests for information and preparing addenda to the Bid Documents as necessary
- Inspection Services
- Construction administration including, but not limited to, submittal and RFI reviews, issue and change reviews
- Review of project specifications and submittals for compliance with Buy American clauses and regulatory requirements

- Design milestones shall be closely coordinated with Valley Metro's design consultant for the overall Gilbert Road Light Rail Extension Project. The anticipated notice to proceed for Metro's design team is August 2015 with final plans to be completed by July 2016.

The City seeks to partner with the selected consultant during the contract scoping stage to specifically define the scope of work.

### **SECTION III – PRE-SUBMITTAL CONFERENCE**

A pre-submittal conference for this project will be held on **Wednesday, August 12, 2015 at 11:00 am** in Mesa City Plaza, Conference Room 170 East located at 20 E. Main St., Mesa, AZ 85201 on the first floor. At this meeting, City staff will discuss the scope of work, general contract issues and respond to questions from the attendees. As City staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference, it is strongly recommended that interested firms send a representative to the pre-submittal conference.

### **SECTION IV – DBE QUALIFICATIONS CRITERIA**

This project will utilize federal funds provided by the Federal Transit Administration and is subject to the requirements of 49 Code of Federal Regulations (CFR) Part 26 and the U.S. Department of Transportation Disadvantaged Business Enterprise (DBE) Program. Submitters are required to fulfill the DBE goal established for this project. By the submittal of qualifications or subsequent acceptance of a contract, submitters agree to provide opportunities for the fair and full utilization of DBE firms by complying with the submittal and post-award requirements of this clause. Nothing in this clause shall be construed to require utilization of DBE's that are not qualified or available to perform work. Failure to comply with the requirements of this clause constitutes a breach of contract. Such breach may lead to the termination or cancellation of the contract.

**For this business opportunity, the City has/has not established a race- and gender-conscious Disadvantaged Business Enterprise (DBE) participation goal.** The City extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. After review of the market, there is a **1.88%** availability of DBE –certified firms. The City supports the use of race- and gender-neutral measures to facilitate participation by DBE's and other small businesses, and encourages submitters to subcontract portions of their work that they might otherwise perform with their own forces.

### **SECTION V – STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA**

A firm will be selected through a qualifications-based selection process based on the following criteria:

#### **A. General information. (10 points)**

Provide a general description of the company and/or team that is proposing to provide the services, including identifying subconsultants. Identify the location of the lead firm's principal office and the home office of key staff on the project. Provide an organization chart showing key personnel. For each key person, provide the following information:

1. Percentage of time that each person will be committed to the project
2. Length of time with the firm
3. Applicable professional registrations

#### **B. Experience and qualifications of the firm/team and key personnel. (40 points)**

1. Provide a list of similar projects on which the project team has experience. For each reference project, please provide the following information:
  - a. Description of the project, including project name and location
  - b. Project owner and/or client information
  - c. Role of the firm, including a description of the services provided
  - d. Role of each key team member who worked on the reference project and the percentage of time spent by each key team member on said project
  - e. Approximate dates services were provided
  - f. Percentage of DBE participation in design phase
  - g. Reference information (two contacts including current telephone numbers and **correct email addresses**, per project)

2. List any FTA-funded projects you have been awarded in the last five years, completed or on-going, that are not already included in the preceding sections.

**C. Understanding of the project and approach to performing the required services. (35 points)**

Discuss the major issues your team has identified on this project and how your firm/team intends to address those issues. Identify any technical innovations that may be incorporated and/or innovative approaches that will be used in executing the work. Also, discuss the particular expertise your firm/ team offers and how you propose to use that expertise to benefit the City to add value to the project.

**D. Current workload and the ability of project team to start immediately. (10 points)**

List all consulting contracts, including a summary of on-call services projects awarded to your firm during the last two years. Include all projects currently ongoing, and/or all projects for which your firm has been selected, but are not yet under contract. For each project provide the project description, award date (note if pending), contract value, status of completion, and estimated completion date.

**E. Overall evaluation of the firm and its perceived ability to provide the required services. (5 points)**

Overall evaluation of the firm's capability to provide the required services as determined by the selection panel members. No additional submittal response is required.

**SECTION VI – SUBMITTAL REQUIREMENTS**

Firms interested in the project should submit a Statement of Qualifications (SOQ). Submittal requirements are as follows:

**Cover Letter:** Provide a **one-page cover letter** which includes the full firm/company name, address, phone number and the email address of the contact person for the project plus

**Evaluation Criteria:** Provide a maximum of **10 pages** to address the SOQ evaluation criteria (excluding resumes, but including an organizational chart with key personnel and their affiliation)

**Additional Content:** Resumes for each team member shall be limited to a maximum length of two pages and should be attached as an appendix to the SOQ (content shall not be included in the permitted maximum page limit if resumes are limited to two pages)

**Disadvantaged Business Enterprise Attachments:** Include completed DBE Clause Attachment A and supporting documentation (Exhibit "A") in a separate, sealed envelope along with your SOQ submittal (DBE attachments do NOT count toward the maximum page count). DBE Clause Attachment B1, Attachment B2, and supporting documentation (Exhibit "A") are required from the firm within seven (7) calendar days of final negotiations and prior to execution of the contract by the City.

**Submittals:**

Clearly display the firm name, project title, and project number on the cover of the SOQ

Minimum font size shall be 10pt.

Maximum page count is 11 pages, including the one-page cover letter and excluding resumes (two-page limit per resume, attached as an appendix to the SOQ)

Provide **seven (7) copies** of the Statements of Qualification by **Wednesday, September 2<sup>nd</sup> at 2:00 pm.**

All submittals must be addressed to:

**CITY OF MESA  
ENGINEERING DEPARTMENT  
Heather Sneddon  
Fifth Floor – Suite 500  
City Plaza Building  
20 East Main Street  
Mesa, Arizona 85201**

Delivered or hand-carried submittals must be delivered to the Engineering Department reception area on the fifth floor of Mesa City Plaza Building in a **sealed** package.

If a company wishes to submit a company brochure, this can be done under separate cover. The brochure will not be used in the selection process and may be retained in the City files.

**Please be advised that failure to comply with the following criteria may be grounds for *disqualification*:**

- Receipt of submittal by the specified cut-off date and time
- Receipt of the number of copies of the submittal specified
- Adherence to maximum page requirement
- Delivery of submittal in correct location
- Delivery in a sealed package with the project name and number for which your firm is submitting clearly labeled
- Providing a signed copy of addenda, if any, in response to this RFQ. It will be the interested firm's responsibility to check the website <http://www.mesaaz.gov/engineering> for any updates, including addenda.
- Missing or incomplete DBE Clause Attachment A (Exhibit "A") and supporting documentation. Note: please submit in a separate, sealed envelope.

Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted towards the maximum number of pages. Table of Contents pages and tabbed divider pages will not be counted if they do not contain submittal information.

**SECTION VII – SELECTION PROCESS AND SCHEDULE**

The successful firm/team will be selected through a qualifications-based selection process which will consist of three evaluated elements: (1) Statements of Qualifications (SOQs) submitted in response to this RFQ, (2) Reference verification of the finalists, and (3) Interviews of at least three short-listed firms.

A Selection Committee will evaluate each SOQ according to the criteria set forth in Section VI above. The firms receiving the highest evaluation from the selection panel will be selected to interview for the contract (shortlisted firms). The interview invitation letter will provide the evaluation criteria to be used.

Prior to conducting the interviews, the City will perform a reference verification process by contacting the references provided by the shortlisted firms.

Based on the interviews (worth a maximum of 100 points) and the reference calls, scores for each firm will be evaluated to determine the Best Qualified for the project. The Selection Panel will forward a rank-ordered list of the best-qualified firms to the City Engineer for concurrence.

The City will enter into negotiations with the top ranked firm and execute a contract upon completion of negotiation of fees and contract terms. If the City is unsuccessful in negotiating a contract with the top ranked team, the City may then negotiate with the next lower ranked team until a contract is executed. The City may decide to terminate the selection process at any time.

The following tentative schedule has been prepared for this selection process:

Pre-Submittal Conference	<b>Wednesday, August 12, 2015 at 11:00 am</b>
SOQ's Due	<b>Wednesday, September 2, 2015 at 2:00 pm</b>
Shortlist Interviews	<b>Week of September 21, 2015</b>

By submitting an SOQ, the respondent certifies that they have reviewed the City of Mesa's standard contract for professional services, including insurance requirements, and, if selected, will execute the City's required contract without modification or exceptions. A sample of the City of Mesa's Professional Services Contract is attached to this RFQ.

**SECTION VIII – GENERAL INFORMATION**

**RFQ Lists.** This Design Services Request for Qualifications (RFQ) will be listed on the City's web site. The address is: <http://mesaaz.gov/business/engineering/architectural-engineering-design-opportunities>.

**Compliance with Arizona Revised Statutes (ARS).** Procurement of professional services by a municipality within the State of Arizona is governed by ARS Title 34. By submitting an SOQ under this solicitation, the submitter certifies that said submittal and their conduct in relation to this solicitation is in compliance with the requirements of ARS Title 34.

**Instructions.** The City of Mesa shall not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of an addendum, which will be furnished to all registered Request for Qualifications holders.

Firms who pick up a copy of the Request for Qualifications hard copy packet from the Engineering Department and those who attend the pre-submittal conference will be included on the Request for Qualifications Holders List. Firms receiving a copy of this packet through any other means (including via download from the City's webpage) must register as a Request for Qualifications holder at the Engineering Department, City Plaza Building, 5<sup>th</sup> floor, 20 East Main Street, Mesa, Arizona, 85201 or call (480) 644-2251 to register by phone.

**City Rights.** The City of Mesa reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received. No binding contract will exist between the submitter and the City until the City executes a written contract.

**Protest Policy:** Refer to City of Mesa Protest Policy: Procurement Rules at <http://mesaaz.gov/home/showdocument?id=8712> Article 6. Protests, Appeals, Debarments, Confidential Information, and Contract Disputes.

**Contact with City Employees.** All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below.

**Cooperative Use of Contract.** The contract awarded through this procurement process may be extended for use by other governmental agencies and political subdivisions of the State with the approval of the Consultant. Any such usage by other entities must be in accordance with the prices, terms and conditions of the City of Mesa Contract and with the ordinances, charter, rules and regulations of the entity using this Contract. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

**Questions.** Questions pertaining to the Design Services selection process or contract issues should be directed to Heather Sneddon of the Engineering Department at 480-644-3269, Fax 480-644-3392, E-Mail: [heather.sneddon@mesaaz.gov](mailto:heather.sneddon@mesaaz.gov).

Also, to do business with the City of Mesa, you are now required to register in our vendor system. AMS Vendor Self Service (VSS) provides vendors with a single entry point to register, provide payment and contact information, and select commodity interests and business types. All vendors who wish to conduct business with the City will be required to update and maintain all information used for the notification of bid opportunities and issuance of payment in the VSS system. The registration guide can be found at <http://www.mesaaz.gov/vendor/>, the actual web portal is at the bottom of the page.

**FEDERAL TRANSIT ADMINISTRATION CLAUSES  
PROFESSIONAL SERVICES CONTRACTS ( >\$100,000 )**

1. Seismic Safety Requirements
2. Energy Conservation Requirements
3. Clean Water Requirements
4. Lobbying
5. Access to Records and Reports
6. Federal Changes
7. Clean Air
8. Recycled Products
9. No Government Obligation to Third Parties
10. Program Fraud and False or Fraudulent Statements and Related Acts
11. Termination
12. Government-wide Debarment and Suspension (Nonprocurement)
13. Civil Rights Requirements
14. Breaches and Dispute Resolution
15. Disadvantaged Business Enterprises (DBE)
16. Patent and Rights in Data
17. Incorporation of Federal Transit Administration (FTA) Terms
18. Privacy Act

**1. SEISMIC SAFETY REQUIREMENTS**

**42 U.S.C. 7701 et seq. 49  
CFR Part 41**

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**2. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.  
49 CFR Part 18**

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**3. CLEAN WATER REQUIREMENTS**

**33 U.S.C. 1251**

Clean Water - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.



#### **4. LOBBYING**

**31 U.S.C. 1352**

**49 CFR Part 19**

**49 CFR Part 20**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Instructions for Certification – Submit “BIDDER’S CERTIFICATION ACKNOWLEDGEMENT – APPENDIX A, 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING” form shown below.**

**By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**

**BIDDERS'S CERTIFICATION ACKNOWLEDGEMENT - APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Consultant] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
**Signature of Consultant's Authorized Official**

\_\_\_\_\_  
**Name and Title of Consultant's Authorized Official**

\_\_\_\_\_  
**Date**

## 5. ACCESS TO RECORDS AND REPORTS

**49 U.S.C. 5325**  
**18 CFR 18.36 (i)**  
**49 CFR 633.17**

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Consultant agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Consultant agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Consultant, access to the Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Consultant agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Consultant shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

### Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	TurnkeyConstruction	Architectural	Engineering
Acquisition of Rolling Stock	Professional Services			
I State Grantees				
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Engineer	None	None
None				

b. Contracts above \$100,000/ Capital Projects    None unless1 non-competitive award    Yes, if non-competitive award or if funded thru2 5307/5309/5311None unless non-competitive award    None unless non-competitive award  
None unless non-competitive award

## II Non State Grantees

a. Contracts below SAT (\$100,000)    Yes3    Those imposed on non-state Grantee pass thru to Engineer    Yes  
Yes    Yes    Yes

b. Contracts above \$100,000/ Capital Projects    Yes3    Yes    Yes    Yes    Yes

Sources of Authority:

1 49 USC 5325 (a)

2 49 CFR 633.17

3 18 CFR 18.36 (i)

## 6. FEDERAL CHANGES

### 49 CFR Part 18

Federal Changes - Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

## 7. CLEAN AIR

### 42 U.S.C. 7401 et seq

### 40 CFR 15.61

### 49 CFR Part 18

Clean Air - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## 8. RECYCLED PRODUCTS

### 42 U.S.C. 6962

### 40 CFR Part 247

### Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## 9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq.**  
**49 CFR Part 31 18 U.S.C. 1001**  
**49 U.S.C. 5307**

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

(2) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

(3) The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 11. TERMINATION

49 U.S.C. Part 18  
FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The City of Phoenix may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the City of Phoenix, the Consultant will account for the same, and dispose of it in the manner the City of Phoenix directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the City of Phoenix may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Consultant is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Phoenix that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the City of Phoenix, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The City of Phoenix in its sole discretion may, in the case of a termination for breach or default, allow the Consultant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Consultant fails to remedy to City of Phoenix's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Consultant of written notice from City of Phoenix setting forth the nature of said breach or default, City of Phoenix shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude City of Phoenix from also pursuing all available remedies against Consultant and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that City of Phoenix elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by City of Phoenix shall not limit City of Phoenix 's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The City of Phoenix, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Consultant fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Consultant fails to comply with any other provisions of this contract, the City of Phoenix may terminate this contract for default. The City of Phoenix shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Consultant fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Consultant fails to comply with any other provisions of this contract, the City of Phoenix may terminate this contract for default. The City of Phoenix shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of default. The Consultant will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Consultant has possession of Recipient goods, the Consultant shall, upon direction of the City of Phoenix, protect and preserve the goods until surrendered to the Recipient or its agent. The Consultant and City of Phoenix shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Phoenix.

h. Termination for Default (Construction) If the Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant fails to comply with any other provisions of this contract, the City of Phoenix may terminate this contract for default. The City of Phoenix shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include: acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the City of Phoenix in writing of the causes of delay. If in the judgment of the City of Phoenix, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of Phoenix shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Consultant's right to proceed, it is determined that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.



i. Termination for Convenience or Default (Architect and Engineering) The City of Phoenix may terminate this contract in whole or in part, for the City of Phoenix 's convenience or because of the failure of the Consultant to fulfill the contract obligations. The City of Phoenix shall terminate by delivering to the Consultant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the City of Phoenix, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Consultant to fulfill the contract obligations, the City of Phoenix may complete the work by contract or otherwise and the Consultant shall be liable for any additional cost incurred by the City of Phoenix.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The City of Phoenix may terminate this contract, or any portion of it, by serving a notice of termination on the Consultant. The notice shall state whether the termination is for convenience of the City of Phoenix or for the default of the Consultant. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Consultant shall account for any property in its possession paid for from funds received from the City of Phoenix, or property supplied to the Consultant by the City of Phoenix. If the termination is for default, the City of Phoenix may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Consultant shall promptly submit its termination claim to the City of Phoenix and the parties shall negotiate the termination settlement to be paid the Consultant.

If the termination is for the convenience of the City of Phoenix, the Consultant shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City of Phoenix determines that the Consultant has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City of Phoenix, after setting up a new work schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

## **12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **49 CFR Part 29 Executive Order 12549**

#### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Instructions for Certification – Submit “GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)” form shown below.

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

The certification in this clause is a material representation of fact relied upon by City of Phoenix. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Phoenix, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_ **Signature of Consultant's Authorized Official**

\_\_\_\_\_ **Name and Title of Consultant's Authorized Official**

\_\_\_\_\_ **Date**



### 13. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000**  
**42 U.S.C. § 6102, 42 U.S.C. § 12112**  
**42 U.S.C. § 12132, 49 U.S.C. § 5332**  
**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **14. BREACHES AND DISPUTE RESOLUTION**

### **49 CFR Part 18 FTA Circular 4220.1E**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Phoenix. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the City of Phoenix. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Phoenix shall be binding upon the Consultant and the Consultant shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Phoenix, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Phoenix and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Phoenix is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Phoenix, its authorized representatives or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

## **15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **49 CFR Part 26 Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3.02%. A separate race-and-gender-conscious contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Phoenix deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The City/Agency has implemented outreach requirements for this contract. Failure to submit the required documentation of the Submitter's outreach efforts as indicated in Section IV Parts A and B of Exhibit A will result in determination by the City's Equal Opportunity Department (EOD) that the Submitter is non-responsive with the Outreach Efforts requirements for this contract.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Phoenix. In addition, the Consultant may not hold retainage from its subcontractors.

e. The contractor must promptly notify City of Phoenix, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE

subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Phoenix.

## **16. PATENT AND RIGHTS IN DATA**

### **37 CFR Part 401**

### **49 CFR Parts 18 and 19**

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Consultant using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Consultant performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Consultant agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Consultant identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e. a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**B. Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Consultant agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## **17. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

### **FTA Circular 4220.1E**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City of Phoenix requests which would cause City of Phoenix to be in violation of the FTA terms and conditions. Mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City of Phoenix requests which would cause City of Phoenix to be in violation of the FTA terms and conditions.

## **18. PRIVACY ACT**

### **5 U.S.C. 552**

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## EXHIBIT “A”

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM RACE- AND GENDER-NEUTRAL CONTRACT CLAUSE

#### SECTION I. DEFINITIONS

Agency means the City of Mesa for purposes of this RFQ.

Arizona Unified Certification Program (AZUCP) means a consortium of government agencies organized to provide reciprocal DBE certification within Arizona pursuant to 49 Code of Federal Regulations (CFR) Part 26. The official DBE database containing eligible DBE firms certified by AZUCP can be accessed at: <https://adot.dbesystem.com>. The certification system is called the Arizona Unified Transportation Registration and Certification System (AZ UTRACS).

Commercially Useful Function means that a DBE is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE is presumed not to be performing a Commercially Useful Function.

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including construction and professional services) and the buyer to pay for them.

DBE stands for disadvantaged business enterprise. In this context, DBE means a Small Business Concern that has successfully completed the DBE certification process and has been granted DBE status by the City of Phoenix or another AZUCP member pursuant to the criteria contained in 49 CFR Part 26.

DBE Compliance Specialist means an Agency employee responsible for compliance with this DBE Contract Clause.

EOD means the City of Phoenix Equal Opportunity Department.

Joint Venture (JV) means an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity. One participant in the JV arrangement must be a certified DBE with the City of Phoenix or AZUCP. The JV is limited in scope and duration to this Contract. The resources, assets, and labor of the participants must be combined in an effort to accrue profit.

Outreach Efforts means the diligent and good-faith efforts demonstrated by a Submitter to solicit participation from interested and qualified DBEs and other Small Businesses. Submitter shall identify and document potential business opportunities for DBEs and other Small Businesses, describe what efforts were undertaken to solicit DBE and Small Business participation, disclose results of negotiations with DBEs and Small Businesses, communicate and record Submitter's selection decisions relating to DBE and Small Business participants.

Race- and Gender-Neutral (RGN) Measures means a measure or program that is, or can be, used to assist all Small Businesses.

Small Business means, with respect to firms seeking to participate as DBEs in contracts funded by the U.S. Department of Transportation (US DOT), a Small Business Concern as defined in section 3 of the Small Business Act and Small Business Administration regulations implementing the Act (13 CFR part 121), which Small Business Concern does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b). “Small Business” and “Small Business Concern” are used interchangeably in this DBE Contract Clause.

Subcontract means a contract at any tier below the prime contract, including a purchase order.

Subcontractor means an individual, partnership, JV, corporation or firm that holds a contract at any tier below the prime contract, including a vendor under a purchase order.

Submitter means an individual, partnership, JV, corporation or firm that tenders a submittal to the Agency to perform services requested by a solicitation or procurement. The submittal may be direct or through an authorized representative.



Successful Submitter means a firm that has been selected by the Agency to perform services or furnish supplies requested by a solicitation or procurement.

## SECTION II. GENERAL REQUIREMENTS

- A. **DBE Participation.** For this solicitation, the Agency has *not* established a race- or gender-conscious DBE participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-neutral measures to facilitate participation by DBEs and Small Businesses. The Agency *encourages* each Submitter to voluntarily subcontract with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Submitter might otherwise perform with its own forces.
- B. **Applicable Federal Regulations.** This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any subcontract, procurement, JV, or other arrangement involving a DBE. For this reason, the Successful Submitter shall provide all relevant information to enable the required reporting.
- C. **Counting DBE Participation.** The Agency will count DBE participation as authorized by federal regulations. A summary of these regulations can be found at [phoenix.gov/eod](http://phoenix.gov/eod).
- D. **DBE Certification.** Only firms (1) certified by the Agency or another AZUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from RGN measures on this Contract. This DBE determination affects the Agency's tracking and reporting obligations to USDOT.
- E. **Civil Rights Assurances.** As a recipient of USDOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Successful Submitter, and each Subcontract signed by the Successful Submitter and a Subcontractor, must include the following assurance *verbatim*:

"The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or creed in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Parts 21 and 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Mesa deems appropriate."

Note: For purposes of the required Contract and Subcontract language above, the Successful Submitter is the "contractor."

## SECTION III. REQUIRED OUTREACH EFFORTS

The Agency has implemented outreach requirements for this Contract. Specifically, each Submitter shall: (1) identify DBE and Small Business participation opportunities, including Commercially Useful Functions; (2) actively solicit proposals from DBEs and Small Businesses; (3) evaluate DBE and Small Business proposals; and (4) communicate selection decisions to DBEs and Small Businesses, including each rejection of a DBE or Small Business proposal. If a Submitter fails to conduct these Outreach Efforts or fails to submit the required documentation of Submitter's Outreach Efforts as indicated in Section IV below, the Agency may determine that the Submitter's submittal is *nonresponsive*. A determination of nonresponsiveness *disqualifies* Submitter from further consideration for the Contract award.

## SECTION IV. SUBMITTAL REQUIREMENTS

### A. Outreach-Efforts documentation due with initial qualifications-based submittal.

1. **Attachment A.** Each Submitter shall complete and submit Attachment A documenting its diligent, good-faith Outreach Efforts. Attachment A must be submitted with the initial qualifications-based submittal.

a. Each Submitter shall list in Attachment A all DBEs and Small Businesses contacted by Submitter in preparing its submittal. Each Submitter shall also provide the following minimum information to document its Outreach

Efforts. The DBE Compliance Specialist will consider this information to determine whether Submitter has demonstrated the required Outreach Efforts:

- 1) Each business's full legal name and contact information;
- 2) Business status (DBE, Small Business, SBE, or unknown);
- 3) Scope of work solicited (brief description, percentage of contract value);
- 4) Solicitation method (personal contact, telephone, fax, e-mail, other);
- 5) Selection process; and
- 6) Communication of selection outcome to each participant.\*

*\*Submitter shall provide supporting documentation that shows Submitter has communicated its final selection decisions and outcomes to **all** DBEs and Small Businesses, including those **not** chosen to participate in this Contract.*

b. Each Submitter shall complete Attachment A in accordance with the following instructions.

- 1) Each Submitter shall actively contact DBEs or Small Businesses for each scope of work or business opportunity selected for Outreach Efforts (Columns A and C).
- 2) Submitter's contacts with DBEs and Small Businesses should occur well before the deadline for the initial qualifications-based submittal to afford the firms contacted a reasonable opportunity to prepare a proposal and participate in the Contract.
- 3) Submitter shall ask each firm to indicate the number of its employees (Column A).
- 4) For each DBE's or Small Business's annual gross receipts, Submitter shall ask the firm to indicate the gross-receipts *bracket* into which it fits (e.g., less than \$500,000; \$500,000 – \$1 million; \$1 – 2 million; \$2 – 5 million; etc.) rather than requesting an exact figure from the firm (Column A).
- 5) If Submitter does not select a DBE or Small Business to participate in the Contract, Submitter shall explain the reason why (Column E).
- 6) Submitter shall notify each DBE or Small Business contacted whether or not Submitter selected the firm (Column E). Submitter shall notify all firms *not* selected, and Submitter shall state when (date) and how (method) the selection outcome was communicated to Each firm (Column F).

**2. Attachment A Supporting Documentation.** Each Submitter shall complete and submit supporting documentation of its Outreach Efforts related to Attachment A.

a. Submitter shall submit with Attachment A—on the due date for Attachment A—all supporting documentation of Submitter's contacts with DBEs or Small Businesses for each scope of work or business opportunity selected for Outreach Efforts.

b. This documentation must include (1) descriptions of scopes of work and business opportunities identified for DBE and Small Business participation, and (2) a copy of the actual solicitation sent to interested DBEs and Small Businesses. The solicitation may be in the form of a letter, attachment to an e-mail, advertisements in newspapers and trade papers, or written communications with chambers of commerce.

c. Submitter shall submit documentation that establishes how Submitter communicated its selection decisions and outcomes to each DBE and Small Businesses *not* selected for this Contract. This documentation may be in the form of a letter, e-mail, or telephone log. The documentation must show the name of the person contacted and the date.

d. For all of the above documentation, if Submitter uses a blast e-mail or fax format, the documentation submitted must include a copy of the e-mail or fax, and Submitter must disclose all e-mail addresses and fax numbers to which the solicitation or outcome notification was sent and the date and time of transmission. For telephone contacts, Submitter shall document the date and time of the call and the names of the respective persons representing Submitter and the DBE or Small Business.

**B. Outreach-Efforts documentation due within seven days after final negotiations.**

**1. Attachments B-1 And B-2.** Within seven days after final negotiations with the Agency, the Submitter selected for negotiations shall complete and submit Attachments B-1 and B-2. Submitter must show diligent, good-faith Outreach Efforts and provide information regarding its DBE and Small Business selection decisions and outcomes for all negotiations with DBEs and Small Businesses. Attachment B-1 must contain the names of all DBEs and Small Businesses reported as "selected" on Attachment A, Column E, and all supporting documentation (if applicable).



## 2. Instructions for completing Attachments B-1 and B-2.

**a. Attachment B-1 Negotiations with Small Businesses.** The Submitter shall provide the following information in Attachment B-1, which the DBE Compliance Specialist will evaluate to determine whether Submitter negotiated diligently and in good faith with the DBEs and Small Businesses identified in Attachment A, Column E, as potential participants in the Contract's business opportunities:

- 1) Each business's full legal name and contact information;
- 2) Business status (DBE, Small Business, SBE, or unknown);
- 3) Scope of work to be performed (brief description, percentage of contract value);
- 4) Type of agreement;
- 5) Agreement amount; and
- 6) Communication of final selection outcomes to participants.\*

*\*The Successful Submitter shall provide supporting documentation that shows Submitter has communicated its final selection decisions and outcomes to **all** DBEs and Small Businesses, including those **not** chosen to participate in this Contract.*

The Successful Submitter shall complete all appropriate boxes in Attachment B-1 and shall indicate the firms with which Submitter has negotiated, including firms that Submitter proposes will participate in and perform part of the Contract. Supporting documentation may include copies of e-mails, letters, faxes, or contact logs stating the name of the firm, date and time of communication, and the identity of the person contacted.

**b. Attachment B-2 Small Business Utilization Commitment.** The Successful Submitter shall sign and submit Attachment B-2, which commits the Successful Submitter to the Agency as follows:

- 1) The firms indicated as selected in Attachment B-1 will participate in the Contract;
- 2) The Successful Submitter will comply with the Race- and Gender-Neutral post-award requirements as stated in Sections V and VI below;
- 3) Any and all changes or substitutions must first be authorized by the DBE Compliance Specialist before implementation; and
- 4) The proposed total DBE and Small Business participation percentage is true and correct.

Submitter shall ensure that the percentages proposed for Small Business participation on Attachment B-1 equal the total percentage proposed in Attachment B-2.

If the Successful Submitter fails to timely submit a completed copy of Attachment B-1 or Attachment B-2, or fails to provide the required supporting documentation for Attachment B-1, the Agency may determine that Submitter's proposal is *nonresponsive*. A determination of nonresponsiveness *disqualifies* Submitter from further consideration for the Contract award.

C. **Failure To Meet Outreach Requirements.** The DBE Compliance Specialist will determine, in writing, whether Submitter has satisfied all outreach requirements. If the DBE Compliance Specialist determines that Submitter has failed to satisfy the outreach requirements (specified in Sections III and IV, Parts A & B), then the DBE Compliance Specialist may determine that the submittal is nonresponsive. A determination of nonresponsiveness *disqualifies* Submitter from further consideration for the Contract award. The Agency shall send written notice to Submitter stating the basis for DBE Compliance Specialist's decision.

D. **Administrative Reconsideration.** If the DBE Compliance Specialist determines that Submitter did not properly complete Attachment A or Submitter failed to demonstrate sufficient Outreach Efforts or failed to submit required documentation, then the Agency will permit Submitter to request EOD to reconsider this determination. In its request for reconsideration, Submitter may *clarify* its submittal. But Submitter may *not* submit or refer to new or revised documents or information. EOD will only reconsider the original submittal as clarified in the request for reconsideration.

If Submitter requests EOD to reconsider the DBE Compliance Specialist's determination of nonresponsiveness based on insufficient Outreach Efforts or insufficient documentation, then Submitter must provide written notice to the Agency and EOD within three business days of the Agency's notice of disqualification to Submitter. The request for reconsideration should be addressed to:

with a copy e-mailed to the Procurement Officer and the DBE Compliance Specialist.

## SECTION V. POST-AWARD COMPLIANCE REQUIREMENTS

- A. **Subcontracting Commitment.** Promptly after Contract award, the Successful Submitter shall submit to the Agency a list of all subcontractors and copies of all executed contracts, purchase orders, subleases, JV agreements, and other arrangements formalizing agreements between the Successful Submitter and any DBE or Small Business.

The Successful Submitter shall not terminate any DBE or Small Business Subcontracts, and the Successful Submitter shall not alter the scope of work or reduce the Subcontract amount, without the DBE Compliance Specialist's prior written approval. Any request to alter a DBE or Small Business Subcontract must be submitted in writing to the DBE Compliance Specialist before any change is made. If the Successful Submitter fails to do so, the Agency may declare Submitter in breach of contract.

- B. **Relief From Proposed DBE Utilization.** After Contract award, the Agency will not grant relief from the proposed DBE or Small Business utilization except in extraordinary circumstances. The Successful Submitter's request to modify DBE or Small Business participation must be in writing to the DBE Compliance Specialist. The DBE Compliance Specialist has final discretion and authority to determine if the request should be granted.

Submitter's written request must set forth the amount of relief sought, evidence that demonstrates why relief is necessary, and any additional relevant information that the DBE Compliance Specialist should consider. The Successful Submitter shall include with the request all documentation of Submitter's attempts to subcontract with the DBE or Small Business and any other action taken to locate and solicit a replacement DBE or Small Business.

If an approved DBE allows its DBE certification to expire, or the certification is revoked during the course of the Subcontract, the Agency will consider all work performed by the DBE under the original contract to count as DBE participation. No increased scope of work negotiated after expiration or revocation of the DBE's certification may be counted. Likewise, any work performed under a Contract extension granted by the Agency may not be counted as DBE participation.

- C. **DBE Substitutions.** If the DBE or Small Business was approved by the Agency, but the firm subsequently loses its DBE or Small Business status before execution of a contract, the DBE Compliance Specialist will consider whether or not the Successful Submitter has exercised diligent and good-faith efforts to find another DBE or Small Business as a replacement. The Successful Submitter shall notify the DBE Compliance Specialist in writing of the necessity to substitute a DBE or Small Business and provide specific reason(s) for the substitution or replacement. Actual substitution or replacement of a DBE or Small Business may not occur before the DBE Compliance Specialist's written approval has been obtained.

- D. **Prompt Payment Of Subcontractors.** Within seven days of the Successful Submitter's receipt of an Agency progress payment that includes amounts for the Submitter's Subcontractors, suppliers, or subconsultants, the Submitter shall pay the Subcontractors, suppliers, and subconsultants the respective amounts allowed for satisfactory performance of their work.

If the Agency reduces the Successful Submitter's retention, the Submitter shall correspondingly reduce the retentions of Subcontractors and suppliers that have performed satisfactory work. Under the prompt-payment provisions of 49 CFR Part 26, the Successful Submitter must ensure prompt and full payment of retentions to Subcontractors and suppliers when their work is complete, the Agency has accepted the work, and the Agency has paid the Successful Submitter for the work. The Successful Submitter shall pay each Subcontractor's and supplier's retention no later than 30 days after the Agency pays Submitter.

If the Successful Submitter diverts any payment received for a DBE's, Small Business's, or other Subcontractor's work performed on the Contract or fails to reasonably account for the application or use of the payment, the Agency may declare the Successful Submitter in breach of contract. If the Successful Submitter fails to make payments under these provisions, the Agency may take any one or more of the following actions:

1. Declare the Successful Submitter in breach of contract;
2. Withhold future payments, including retention, until proper payment has been made to all Subcontractors and suppliers;
3. Reject the Successful Submitter's future bids on Agency contracts for a period not to exceed one year from the substantial-completion date of this Contract; and/or
4. Terminate the Contract.

Nothing in this section prevents the Successful Submitter from enforcing its Subcontract with a Subcontractor or supplier for defective work, late performance, or other claims arising under the Subcontract.

## SECTION VI. RECORDS & REPORTING REQUIREMENTS

- A. **Records.** During performance of the Contract, the Successful Submitter shall keep all records necessary to document DBE and Small Business participation. The Successful Submitter shall provide the records to the Agency within 72 hours of the Agency's request and at final completion of the Contract. The Agency will prescribe the form, manner, and content of reports. The required records include:

1. A complete listing of *all* Subcontractors and suppliers on the project;
2. Each Subcontractor's and supplier's scope of work performed;
3. The dollar value of all subcontracting work, services, and procurement;
4. Copies of all executed Subcontracts, purchase orders, and invoices; and
5. Copies of all payment documentation.

- B. **Reports.** At the beginning of *each* month, the Successful Submitter must enter the following documentation and payment information into the Agency's web-based certification and compliance system. The system can be found at <http://phoenix.diversitycompliance.com>:

1. The total of all payments received from the Agency during the previous month.
2. All payments made to DBEs or Small Businesses during the previous month.
3. Copies of all Subcontractors' subcontracts executed with DBEs or Small Businesses utilized during the previous month.

This information will document DBE and Small Business participation that occurred during each payment-request period throughout the Contract's duration. Copies of all DBEs' and Small Businesses' payment requests and invoices must be submitted for each report period.

Before the Agency processes the Successful Submitter's final payment, the Successful Submitter shall submit to the Agency a final certification of full and final payment to each Subcontractor in the form prescribed by the Agency. The form must be completed and certified by the Successful Submitter's and each Subcontractor's duly authorized agents.

**ATTACHMENT A**  
**OUTREACH EFFORTS**

Submitter's Name:	Project Title/Number:
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**Each submitter must conduct outreach efforts and submit documentation of those outreach efforts as described in Sections III and IV of the Disadvantaged Business Enterprise (DBE) Program Race- and Gender-Neutral Contract Clause (Contract Clause). Detailed instructions for this form are included in Section IV of the Contract Clause. Supporting documentation is required for columns D and F. Submitters should make additional copies of this form as needed.**

(A) Small Business Name and Contact Information	(B) Business Status	(C) Scope of Work Solicited	(D) Solicitation Method	(E) Small Business Selection Decision	(F) Communication of Selection Outcomes
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Name:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Address:</div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">City, State, Zip:</div> <div style="flex: 1; padding-left: 5px;">Number of Employees:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Phone Number:</div> <div style="flex: 1; padding-left: 5px;">E-Mail or Fax:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Range of Annual Gross Receipts:</div> <div style="flex: 1; padding-left: 5px;">Number of Years in Business:</div> </div>	<input type="checkbox"/> DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Percentage of total contract value:      %	<input type="checkbox"/> Newspapers or Websites  <input type="checkbox"/> Trade and/or Professional Listing  <input type="checkbox"/> Business Outreach Events  <input type="checkbox"/> E-mail blast  <input type="checkbox"/> Other	<input type="checkbox"/> Firm was selected <input type="checkbox"/> Firm was not selected  Explain why this firm was not selected as a proposed participant	<div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: center;">Date:</div> <div style="text-align: center;">Methods of Communication</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Name:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Address:</div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">City, State, Zip:</div> <div style="flex: 1; padding-left: 5px;">Number of Employees:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Phone Number:</div> <div style="flex: 1; padding-left: 5px;">E-Mail or Fax:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Range of Annual Gross Receipts:</div> <div style="flex: 1; padding-left: 5px;">Number of Years in Business:</div> </div>	<input type="checkbox"/> DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Percentage of total contract value:      %	<input type="checkbox"/> Newspapers or Websites  <input type="checkbox"/> Trade and/or Professional Listing  <input type="checkbox"/> Business Outreach Events  <input type="checkbox"/> E-mail blast  <input type="checkbox"/> Other	<input type="checkbox"/> Firm was selected <input type="checkbox"/> Firm was not selected  Explain why this firm was not selected as a proposed participant	<div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: center;">Date:</div> <div style="text-align: center;">Methods of Communication</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Name:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Address:</div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">City, State, Zip:</div> <div style="flex: 1; padding-left: 5px;">Number of Employees:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Phone Number:</div> <div style="flex: 1; padding-left: 5px;">E-Mail or Fax:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Range of Annual Gross Receipts:</div> <div style="flex: 1; padding-left: 5px;">Number of Years in Business:</div> </div>	<input type="checkbox"/> DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Percentage of total contract value:      %	<input type="checkbox"/> Newspapers or Websites  <input type="checkbox"/> Trade and/or Professional Listing  <input type="checkbox"/> Business Outreach Events  <input type="checkbox"/> E-mail blast  <input type="checkbox"/> Other	<input type="checkbox"/> Firm was selected <input type="checkbox"/> Firm was not selected  Explain why this firm was not selected as a proposed participant	<div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: center;">Date:</div> <div style="text-align: center;">Methods of Communication</div>

**ATTACHMENT B-1**  
**NEGOTIATIONS WITH SMALL BUSINESSES**

Successful Submitter's Name:	Project Title/Number:
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**This form is due from the Successful Submitter within 7 days of final contract negotiations with the see. Make additional copies of this sheet as needed. Detailed instructions for this form are included in Section IV of the Contract Clause.**

(A) Small Business Contact Information	(B) Business Status	(C) Scope of Work/Services to be Performed	(D) Type of Agreement	(E) Agreement Amount	(F) Communication of Final Selection Outcomes
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Name:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Address:</div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">City, State, Zip:</div> <div style="flex: 1; padding-left: 5px;">Number of Employees:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Phone Number:</div> <div style="flex: 1; padding-left: 5px;">E-Mail or Fax:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Range of annual Gross Receipts:</div> <div style="flex: 1; padding-left: 5px;">Number of Years in Business:</div> </div>	<input type="checkbox"/> DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown		<input type="checkbox"/> Subcontract  <input type="checkbox"/> Joint Venture  <input type="checkbox"/> Purchase Order  <input type="checkbox"/> Service Agreement  <input type="checkbox"/> Firm was not Selected	<div style="text-align: center;">\$</div> <div style="text-align: center;">As a Percent of Total Contract Award: %</div> <div style="text-align: center;">Other:</div> <div style="text-align: center;"><input type="checkbox"/> Firm not Selected</div>	<div style="text-align: center;">Date:</div> <div style="text-align: center;">Method of Communication:</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Name:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Address:</div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">City, State, Zip:</div> <div style="flex: 1; padding-left: 5px;">Number of Employees:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Phone Number:</div> <div style="flex: 1; padding-left: 5px;">E-Mail or Fax:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Range of Annual Gross Receipts:</div> <div style="flex: 1; padding-left: 5px;">Number of Years in Business:</div> </div>	<input type="checkbox"/> DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown		<input type="checkbox"/> Subcontract  <input type="checkbox"/> Joint Venture  <input type="checkbox"/> Purchase Order  <input type="checkbox"/> Service Agreement  <input type="checkbox"/> Firm was not Selected	<div style="text-align: center;">\$</div> <div style="text-align: center;">As a Percent of Total Contract Award: %</div> <div style="text-align: center;">Other:</div> <div style="text-align: center;"><input type="checkbox"/> Firm not Selected</div>	<div style="text-align: center;">Date:</div> <div style="text-align: center;">Method of Communication:</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Name:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Address:</div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">City, State, Zip:</div> <div style="flex: 1; padding-left: 5px;">Number of Employees:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Phone Number:</div> <div style="flex: 1; padding-left: 5px;">E-Mail or Fax:</div> </div> <div style="display: flex; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Range of Annual Gross Receipts:</div> <div style="flex: 1; padding-left: 5px;">Number of Years in Business:</div> </div>	<input type="checkbox"/> DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown		<input type="checkbox"/> Subcontract  <input type="checkbox"/> Joint Venture  <input type="checkbox"/> Purchase Order  <input type="checkbox"/> Service Agreement  <input type="checkbox"/> Firm was not Selected	<div style="text-align: center;">\$</div> <div style="text-align: center;">As a Percent of Total Contract Award: %</div> <div style="text-align: center;">Other:</div> <div style="text-align: center;"><input type="checkbox"/> Firm not Selected</div>	<div style="text-align: center;">Date:</div> <div style="text-align: center;">Method of Communication:</div>

**ATTACHMENT B-2**  
**SMALL BUSINESS UTILIZATION COMMITMENT**

On behalf of the Successful Submitter, I certify under penalty of perjury that the following information is true and correct.

- 1) The firms indicated as selected in Attachment B-1, Negotiations with Small Businesses, will participate in this contract.
- 2) The Successful Submitter will comply with the Race- and Gender-Neutral post-award requirements stated in Sections V and VI of the DBE contract clause.
- 3) The Successful Submitter understands and agrees that any and all changes or substitutions must be authorized by the Equal Opportunity Department before implementation.
- 4) The following statement is true and correct: The proposed total participation of DBE, SBC, and SBE firms in this contract will be: \_\_\_\_\_%

Signed:

Print Name:

Title:

Name of Company:

Date: